

STATE OF MISSISSIPPI)
COUNTY OF DESOTO)

9/19/07 9:22:02
BK 122 PG 62
DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK

FIRST AMENDMENT TO TOWER SITE LEASE AGREEMENT

THIS FIRST AMENDMENT TO TOWER SITE LEASE AGREEMENT (the "Amendment") is made and entered into on this 10th day of September, 2007, by and between CHARLES W. OURSLER, JR.; LOUIS E. OURSLER and CAROL ANN MARANTO (formerly Carol Ann Oursler) (collectively, the "LESSOR") (having a mailing address of 1217 Oxford Place, Greenville, MS 38701) and CROWN CASTLE PT INC., a Delaware corporation ("LESSEE").

WITNESSETH:

WHEREAS, Powertel/Memphis Inc., a Delaware corporation, f/k/a **InterCel Memphis MTA, Inc. ("Powertel")**, entered into a Tower Site Lease Agreement dated May 24, 1996 (the "Lease") with Lessor covering certain real property described in **Exhibit "A"** attached hereto (the "Property"), a memorandum of which was filed for record on July 16, 1996, and recorded in Book 72 at Page 289 in the Office of the Chancery Clerk of Desoto County, Mississippi (the "MOL");

WHEREAS, on March 8, 1999, Powertel assigned all of its right, title and interest in, to and under the Lease to **Powertel Memphis Towers, LLC**, a Delaware limited liability company, which assumed all of Powertel's rights, duties and obligations with respect thereto;

WHEREAS, on June 1, 1999, **Powertel Memphis Towers, LLC**, assigned all of its right, title and interest in, to and under the Lease to Lessee; and

WHEREAS, the Lease has an original term (including all extension terms) that will terminate on July 5, 2021 (the "Original Term") and the parties desire to amend the Lease to extend the Original Term and as otherwise set forth below.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter set forth and the sum of Four Thousand and No/100 Dollars (\$4,000.00), in hand paid by Lessee to Lessor, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

- 1. **AMENDMENTS.** The Lease is hereby amended as follows:
 - (a) **Additional Terms and Renewals.** The first sentence of Section 4 of the Lease shall be deleted in its entirety and the following shall be substituted in lieu thereof:

Renewal Terms. Lessee shall have the right to extend this Lease for ten (10) additional five (5) year terms (each a "Renewal Term").

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(b) **Consideration.** Section 5 of the Lease is hereby amended as reflected on **Exhibit "B"** attached hereto. The parties acknowledge and agree that Exhibit B shall not be attached for recording purposes.

(c) **Condemnation.** Section 13 of the Lease is hereby amended by deleting said Section in its entirety and substituting the following Section 13 in lieu thereof:

13. **Condemnation.** If Lessor receives notice of a proposed taking by eminent domain of any part of the Property or the Easement, Lessor will notify Lessee of the proposed taking within five (5) days of receiving said notice and Lessee will have the option to: (i) declare this Agreement null and void and thereafter neither party will have any liability or obligation hereunder; or (ii) remain in possession of that portion of the Property and Easement that will not be taken, in which event there shall be an equitable adjustment in rent on account of the portion of the Property and Easement so taken. With either option Lessee shall have the right to contest the taking and directly pursue an award, or a portion of the award, allocated to Lessee's interest in the Property and Easement.

2. **MISCELLANEOUS.**

(a) **Full Force and Effect.** Except as otherwise expressly amended herein, all the terms and conditions of the Lease shall remain and continue in full force and effect. Lessor and Lessee hereby ratify and confirm the Lease and its terms as if made as of the date hereof and acknowledge that there are no defaults under the Lease or events or circumstances which, with the giving of notice or passage of time or both, would ripen into events of default. In case of any inconsistency between the Lease or the MOL and this Amendment, this Amendment shall govern and control.

(b) **Binding Effect.** This Amendment shall be binding upon the heirs, legal representatives, successors and assigns of the parties. The parties shall execute and deliver such further and additional instruments, agreements and other documents as may be necessary to evidence or carry out the provisions of this Amendment.

(c) **Estoppel.** Lessor and Lessee agree as follows:

(i) Lessor and Lessee agree that Lessee is the current lessee under the Lease, the Lease, as it may have been previously amended and as amended herein, is in full force and effect and the Lease contains the entire agreement between Lessor and Lessee with respect to the Property.

(ii) No default exists under the Lease on the part of Lessee, and, to Lessor's knowledge, no event or condition has occurred or exists which, with notice or the passage of time or both, would constitute a default by Lessee under the Lease.

(iii) Lessor is the owner of the fee interest in the Property.

(iv) The individual executing this Amendment on behalf of Lessor is authorized to do so and has the full power to bind Lessor.

(v) Should Lessee's lender (together with its successors and assigns, "Lender") take on all rights and responsibilities of the Lease and exercise any rights of Lessee under the Lease, including the right to exercise any renewal option(s) or purchase option(s) set forth in the Lease, Lessor agrees to accept such exercise of rights by Lender as if same had been exercised by Lessee.

(vi) If there shall be a monetary default by Lessee under the Lease, Lessor shall accept the cure thereof by Lender within any grace period provided to Lessee under the Lease to cure such default, prior to terminating the Lease. If there shall be a non-monetary default by Lessee under the Lease, Lessor shall accept the cure thereof by Lender within any grace period provided to Lessee under the Lease to cure such default prior to terminating the Lease.

(vii) The Lease may not be amended in any respect which would be reasonably likely to have a material adverse effect on Lender's interest therein without the prior written consent of Lender.

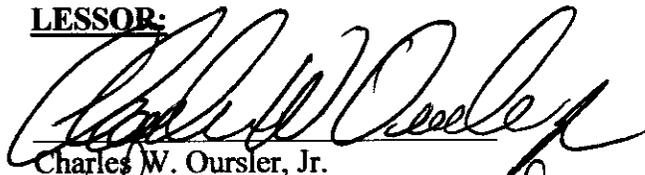
(d) **Entire Agreement.** This Amendment supersedes all agreements previously made between the parties relating to its subject matter.

(e) **Counterparts.** This Amendment may be executed in two (2) or more counterparts and by facsimile, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

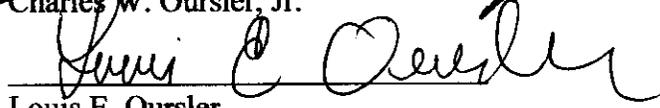
(Signatures appear on the following page)

IN WITNESS WHEREOF, the parties have executed this First Amendment to Tower Site Lease Agreement on the day and year first written above.

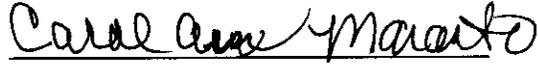
LESSOR:



Charles W. Oursler, Jr.



Louis E. Oursler



Carol Ann Maranto

LESSEE:

**CROWN CASTLE PT INC.,
a Delaware corporation**

By: 

Name: S. Fox Sacks

Its: RET Mgr.

STATE OF MISSISSIPPI)
COUNTY OF Washington)

Personally appeared before me, the undersigned authority in and for the said County and State, on this 13th day of August, 2007, within my jurisdiction, the within named CHARLES W. OURSLER, JR., who acknowledged that he executed the above and foregoing Amendment to Tower Site Lease Agreement.

Brandy Fitts Tominello (NOTARY PUBLIC)
BRANDY FITTS TOMINELLO

My Commission Expires: June 6, 2009
(Affix official seal, if applicable)

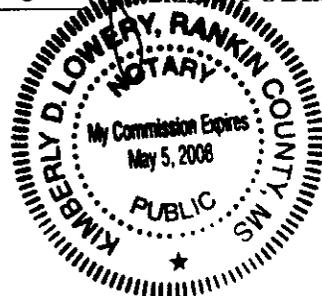


STATE OF MISSISSIPPI)
COUNTY OF Rankin)

Personally appeared before me, the undersigned authority in and for the said County and State, on this 14th day of August, 2007, within my jurisdiction, the within named LOUIS E. OURSLER, who acknowledged that he executed the above and foregoing Amendment to Tower Site Lease Agreement.

Kimberly D. Lowery (NOTARY PUBLIC)
KIMBERLY D. LOWERY

My Commission Expires: May 5, 2008
(Affix official seal, if applicable)



STATE OF MISSISSIPPI)
COUNTY OF Washington)

Personally appeared before me, the undersigned authority in and for the said County and State, on this 10th day of August, 2007, within my jurisdiction, the within named CAROL ANN MARANTO, who acknowledged that he executed the above and foregoing Amendment to Tower Site Lease Agreement.

Jany B. Logan (NOTARY PUBLIC)
JANY B. LOGAN

My Commission Expires: February 23, 2011
(Affix official seal, if applicable)

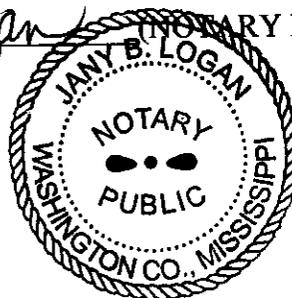


EXHIBIT "A"**LEGAL DESCRIPTION**

A tract of land situated in the Northeast Quarter of Section 25, Township 2 South, Range 10 West, and described as:

Commencing at a point representing the Northeast corner of above said Section 25, as described on plans for the widening of U. S. Highway No. 61 and being a call distance of 2588.22 feet Eastwardly from the intersection of the former physical centerline of said Highway 61, and the physical centerline of Brantley (Nesbit) Road as measured along said centerline of Brantley Road; thence North 88 degrees 48 minutes 48 seconds West along the said physical centerline of Brantley Road and the North line of above said Section 25 a distance of 1100.00 feet to a point; thence South 00 degrees 00 minutes 00 seconds East (leaving said centerline) 25.01 feet to a set iron pin at the True Point of Beginning and lying on the proposed Southerly right of way line of Brantley Road; thence South 00 degrees 00 minutes 00 seconds West 405.37 feet to a set iron pin; thence North 90 degrees 00 minutes 00 seconds West 380.00 feet to a set iron pin; thence North 00 degrees 00 minutes 00 seconds 413.24 feet to a set iron pin on the above said proposed Southerly right of way line of Brantley Road; thence South 88 degrees 48 minutes 48 seconds East along said proposed Southerly right of way line 380.08 feet to the Point of Beginning, containing 155,537 square feet or 3.571 acres, more or less.

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